

Tentative Agreement
Article 6 – Workday and Workweek
February 28, 2022

6.1 Persons employed by the District on or before the date of this Agreement shall retain their current Monday-Friday schedules.

6.2 The regular workweek shall be five (5) consecutive days of eight (8) hours per day.

6.3 Workday - Employees shall normally work an eight (8) hour workday not including a duty-free lunch period of not less than one-half (1/2) hour. ~~This shall be known as a Full-time employee (FTE).~~

6.4 Workweek - The regular workweek of an employee shall be consecutive eight (8) hour days unless the Board establishes workday of less than eight (8) hours or a workweek of less than forty (40) hours.

6.4.1 Employees whose workweek is less than forty (40) hours will be offered new permanent positions that may open and would provide said employee with increased hours providing:

- a. The new assignment is within said employee's current classification;
- b. Said employee vacates their current assignment where there is conflict between hours. In the event there is a lapse of three (3) hours or more between assignments, Article 14, Section 14.6 (IRS mileage rate reimbursement), shall not apply;
- c. Employee consideration of a new assignment be based on seniority ~~date in service years~~, qualifications and evaluations entered in the employee's personnel file within forty-eight (48) months of the date on which the position in question is established as vacant.

6.5 ~~Cafeteria~~ **Child Nutrition** Workyear - The ~~cafeteria~~ **Child Nutrition** employee workyear will be a minimum of one hundred seventy-four (174) days, and twenty (20) paid school year school year holidays.

6.6 Night Employees' Workday - Employees shall normally work a seven and one-half (7- 1/2) hour day not including a duty-free lunch period of not less than one-half (1/2) hour. ~~Employees designated as night employees during the school year, shall have the right to retain their same schedule year round.~~

6.7 Night Employees' Workweek - The workweek of a night employee shall be thirty-seven and one-half (37-1/2) hours paid as 1 FTE.

6.7.1 Assignment of duties for which differential compensation is designated, other than a temporary assignment of less than twenty (20) working days, shall be made on the basis of seniority among those employees within the appropriate class who request such an assignment.

6.7.2 No employee assigned to work a shift entitled to differential compensation shall be demoted in class or grade as a result of such an assignment.

6.7.3 An employee receiving differential compensation on the basis of her/his/their shift shall not lose such compensation if she/he/they is temporarily, for twenty (20) days or less, assigned to a shift not entitled to such compensation.

6.7.4 An employee receiving differential compensation on the basis of she/his/their shift shall not lose such compensation for the first twenty (20) days of the summer rate.

6.7.5 For all purposes, the regular rate of pay of an employee assigned to a shift which provides differential compensation shall be the differential rate.

6.8 Lunch Period - Any employee who works at least five (5) hours per day will receive a duty-free period of not less than one-half (1/2) hour. An employee who is required by a supervisor to interrupt her/his/their lunch/dinner break to perform an assignment shall be provided with another time in the daily work schedule to complete her/his/their break or have that portion of the lunch/dinner break affected returned to the employee as either compensation or compensatory time.

6.9 Rest Period - All bargaining Unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked. Such times shall be mutually agreed upon between employees and their supervisors. Rest periods of a total of thirty (30) minutes on evening or special workshifts shall be scheduled to the mutual convenience of the employees and supervisors. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for employee.

6.10 Overtime

6.10.1 Except as otherwise defined herein, overtime is defined to include any work authorized to be performed in excess of eight (8) hours in paid status any one day or forty (40) hours in paid status any workweek. Workers shall not be assigned irregular work hours to avoid payment of overtime.

6.10.2 The rate of compensation for overtime shall be at least time and one-half (1-1/2) the employee's regular rate of pay.

6.10.3 When any full-time classified employee is required to work on a Sunday, **she/he/they** shall be paid at double the employee's regular rate of pay.

6.10.4 If an employee has established an average workday of four (4) hours or more during the workweek, such employee shall be compensated for any work performed on the sixth or seventh day at a rate equal to one and one-half (1-1/2) times **her/his/their** regular rate of pay.

6.10.5 If an employee has established an average workday of less than four (4) hours during the workweek, such employee shall be compensated for any work performed on the seventh day at a rate equal to one and one-half (1-1/2) times **her/his/their** regular rate of pay.

6.10.6 Work performed on a holiday designated by this Agreement shall be compensated at triple the employee's regular rate of pay.

6.10.7 Right of Refusal - Any employee shall have the right to reject any offer or request for overtime or callback, on call, or call in time except in an emergency. Emergency is defined as an Act of God or threat to life or safety of property, employees and/or students.

6.10.8 Callback - A regular full-time employee called in to work on a day when **she/he/they** is not scheduled to work or called back to work after completion of **her/his/their** regular assignment shall be paid a minimum of two (2) hours' pay at time and one-half (1-1/2). for each such callback providing said succeeding callback(s) cannot be considered as "a need to do the same job twice."

6.11 Compensatory Time Off

6.11.1 When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within one (1 year) and must be taken between

July 1 and June 30 of each year. ~~If the employee cannot take the said compensatory time of within this timeframe it shall be paid as overtime no later than the August pay period.~~

6.11.2 Compensatory time off shall be compensated at the appropriate rate which shall not be less than one and one-half (1-1/2) times the number of hours worked by the employee. The rate of one and one-half (1-1/2) times the hours worked shall apply only after an employee has worked a full eight (8) hour day or in the case of a night employee, seven and one-half (7-1/2) hours.

6.11.2.1 Requests for use of earned compensatory time must be made two (2) days in advance of the date requested.

6.12 Hours Worked - For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

6.13 Work shifts and schedules shall be included in the posting for each position as it becomes open.

6.13.1 The District shall notify the employee of a change in hours at least two weeks before it is to go into effect to afford the employee an opportunity to respond for the purpose of discussing the change. This section shall not require negotiations regarding change in hours.

6.14 Bargaining unit members may work flexible schedules when school is not in session. Each work unit may establish flexible work weeks that meet the needs of the District as well as provide flexibility in scheduling for employees. The work week plans must be submitted to the Superintendent's designee by April 15th of each year to be implemented in mid-June. Details of the proposed plan shall be supported by a majority of affected employees and agreed to by the District.

6.15 Definitions:

6.15.1 Hours: The time worked during any assigned shift. Hours are further defined by a beginning and ending time.

6.15.2 Shift: There are four shifts daily for full time employees, which are defined as day, mid, swing, or night shift. A day shift shall begin between 6:00 a.m. and 8:59 a.m. A mid shift shall begin between 9:00 a.m. and 12.59 p.m. A swing shift shall begin between 1:00 p.m. and 4:59 p.m. A night shift shall begin between 5:00 p.m. and midnight.

6.15.3 Schedule: The days of the week worked.

For SEIU:

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Kirstin Governor

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For LVJUSD:

Kevin Schuch

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Sabrina Hankins

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Georgia Angelos

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Tentative Agreement
Article 11 – Leaves
February 28, 2022

11.3 Bereavement Leave

11.3.1 The District allows three (3) days Bereavement Leave with pay for deaths in the immediate family **within the Bay Area, where no travel, or travel under three-hundred (300) miles** ~~the State of California~~; five (5) days are allowed for deaths within the immediate family outside the State of California, **or when travel in excess of three-hundred (300) miles.**

Additional days for Bereavement Leave with pay, not deductible from sick leave, may be granted only through action by the Superintendent.

11.3.2 Members of the immediate family are defined as follows: mother, father, mother-in-law, father-in-law, employee's or spouse's **or domestic partner's** grandmother or grandfather, **uncle, aunt,** son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, husband, wife, grandchild, or any relatives living in the immediate household of the employee.

11.3.3 The District may grant Bereavement Leave for other than those listed above.

For SEIU:

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Kirstin Governor

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Sabrina Hankins

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Georgia Angelos

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Angie Fetter

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For LVJUSD:

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Chris VanSchaack

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Kelly Manke

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Tentative Agreement
Article 14 – Pay and Allowance
February 28, 2022

14.2 4% retroactive compensation increase covering the 2020-2021 year, payable July 1, 2021,
3% of which will be ongoing.

The salary schedule dated 6/29/21 shall be increased 3%, retroactive to July 1, 2021.

4% compensation increase ongoing shall be applied to the salary schedule July 1, 2022.

For SEIU:

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Kristin Governor
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Sabrina Hankins
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Georgia Angelos
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For LVVUSD:

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Tentative Agreement
 Article 26 – Raingear
 February 28, 2022

26.1 Raingear: The District shall provide raingear for ~~Van Delivery Drivers, Van-Delivery Driver~~ Helpers, Maintenance Workers, and Groundskeepers, and Child Nutrition. One (1) set of raingear per building site for custodians and two (2) sets for child nutrition per building shall also be provided. Raingear will be replaced as needed, ***and will be returned at the termination of employment.***

26.2 Clothing: The following clothing allowances will be provided by the District for the following classifications:

26.2.1 Custodians: District will provide five (5) shirts annually for members of the custodial staff. Additionally, an allowance of \$100 per year for the purchase of non-slip shoes or boots will be provided.

26.2.2 Maintenance, Grounds, and Warehouse: Maintenance, Grounds and Warehouse staff will annually receive five (5) shirts. Additionally, Maintenance, Grounds, and Warehouse staff shall receive an allowance of up to \$150 per year toward the purchase of steel toed work boots that minimally conform to ASTM F2413 Class 50 standards.

26.2.3 Food Services: Campus Catering staff, working in kitchens, will receive 3 aprons upon hire. Replacements will be reissued upon employee request as needed. Additionally, employees working more than 5 hours per day will receive an allowance up to \$100 per year for the purpose of non-slip shoes. Employees working less than 5 hours per day will receive an allowance of up to \$50 per year toward the purchase of non-slip shoes.

26.3 Cell phone use: ~~In lieu of~~ **In recognition of** cell phones being the best way of communicating *with the following bargaining unit staff-members:* Maintenance and Grounds staff, **Head Custodians, Custodians, senior food service assistants, delivery drivers, or if designated by their program manager, Child Nutrition,** a once a year payment of \$100 will be placed in a 401K for each full time Maintenance, Grounds, and Head Custodian-SEIU **Local 1021 Members shall receive a monthly reimbursement payment of ten dollars (\$ 10)** for use of their personal cell phone to communicate during work hours, or in any other capacity related to their assignment.

26.4 Epidemic, Pandemic, Natural Disaster, and/or Quarantine:

Employees shall be paid their regular salary for any period during which their place of employment is closed because of quarantine, epidemic, wild fires, or other conditions-Epidemic, Pandemic, Natural Disaster, and/or Quarantine involving the health or safety of employees, provided that the employee is ready, able and willing to perform her/his/their customary or other reasonable and suitable duties. During this period, the appointing power shall endeavor to assign the employees to work elsewhere.employees may be reassigned to work elsewhere.

26.4.1 Recognizing that face coverings are essential Personal Protective Equipment (PPE) to mitigate the risk of airborne viral transmissions, and alleviate the risk of lung damage from wild fire smoke the District shall supply KN-95 respirators to worksites and school sites, with sufficient and proportionate amounts designated for use by SEIU Local 1021 members.

Daily AQI Color	Levels of Concern	Values of Index	Description of Air Quality	Standards/ Criteria for employees working conditions.
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Green	Good	0 to 50	Air quality is satisfactory, and air pollution poses little or no risk.	Employee can work regular shift and regular hours without modification.
Yellow	Moderate	51 to 100	Air quality is acceptable. However, there may be a risk for some people, particularly those who are unusually sensitive to air pollution.	Employee can work regular shift and hours, however is an employee with respiratory conditions/ effects should consider health effects.
Orange	Unhealthy for Sensitive Groups	101 to 150	Members of sensitive groups may experience health effects. The general public is less likely to be affected. N-95 masks strongly recommended.	Employees who are deemed by a doctor to have respiratory conditions, are recommended to use sick time. Dr's Note should be on file with the district.
Red	Unhealthy	151 to 200	Some members of the general public may experience health effects; members of sensitive groups may experience more serious health effects.	Employees who are generally healthy, can report to work with caution. Should work 2 hours and be given 15 min. rest break.
Purple	Very Unhealthy	201 to 300	Health alert: The risk of health effects is increased for everyone.	All employees who work shall not be required to work out doors
Maroon	Hazardous	301 and higher	Health warning of emergency conditions: everyone is more likely to be affected	All employees should not be required to work, and will not be charged with sick time

26.4.2 Air quality precautionary standards:

26.5 Employees are required to wear safety equipment as required by their immediate supervisor and that which is necessary for safety in the work they are performing, and employees in the classifications mentioned above are required to wear uniforms listed above while performing their normal duties. Safety equipment will be purchased and maintained by the District.

District specified and funded clothing must be worn during duty hours.

For SEIU:

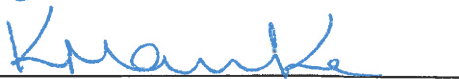
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Kirstin Governor
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DocuSigned by:
Sabrina Hankins
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DocuSigned by:
Georgia Angles
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For LVJUSD:





**Memorandum of Understanding
Between Livermore Valley Joint Unified School District and the
Service Employees International Union (SEIU)
Juneteenth Holiday
February 28, 2022**

In accordance with President Biden's signing of the Juneteenth National Independence Day Act of June 17, 2021, the Livermore Valley Joint Unified School District agrees:

1. SEIU members employed by the District who were required to work on June 18, 2021 and who were in paid status during any portion of the working days immediately preceding or succeeding June 18, 2021, in lieu of the time-and-a-half remedy in the Education Code for working employees on a paid holiday, the District will instead provide one day's compensatory time off to all such employees to be used prior to June 30, 2022.
2. The parties further agree that Juneteenth will be added to the paid holidays reference in Article 7 of the Collective Bargaining Agreement.

For SEIU:

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Kirstin Gorman
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DocuSigned by:
Sabrina Hankins
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DocuSigned by:
Georgia Angelos
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Ann Fetter
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For LVJUSD:

DocuSigned by:
Chris VanSchaack
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Kelly Manke
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